

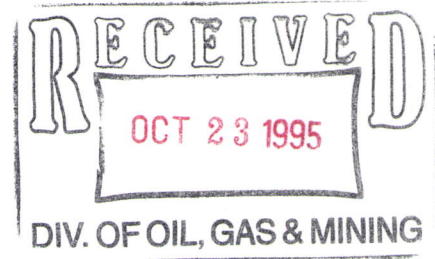
m/027/006



3950 South 700 East, Suite 301  
Salt Lake City, Utah 84107  
Telephone: (801) 262-3942  
Facsimile: (801) 264-6874

October 20, 1995


**State of Utah**  
**Department of Natural Resources**  
Division of Oil Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, UT 84180



Dear Sirs:

Enclosed is the Reclamation Contract for the Cricket Mountain Quarry which we have executed.

Sincerely,

  
W.J. Wagner  
Vice President, Finance

kh

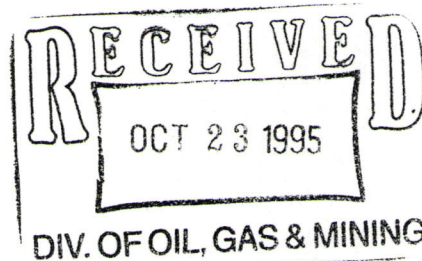
Enclosure

File Number M/027/006

Effective Date 10/25/95

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

RECLAMATION CONTRACT  
---ooOoo---



For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M/027/006</u>
(Mineral Mined)	<u>High Calcium Limestone</u>
"MINE LOCATION":	
(Name of Mine)	<u>CRICKET MOUNTAIN QUARRY</u>
(Description)	<u>32 miles southwest of Delta, UT,</u>
	<u>then 6.5 miles west of Hwy 257,</u>
	<u>Millard County, UT</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>169</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>CONTINENTAL LIME INC.</u>
(Address)	<u>670 East 3900 South</u>
	<u>Suite #200</u>
	<u>Salt Lake City, UT 84107</u>
(Phone)	<u>(801) 262-3942</u>

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

John S. Kirkham

201 South Main

Suite 1100

Salt Lake City, UT 84111

(801) 578-6956

"OPERATOR'S OFFICER(S)":

John B. Jordon - President

William E. Dodge - Exec. V.P. & COO

Glen A. Bryant - V.P. & Gen'l Mgr.

Wayne J. Wagner - V.P. Finance & Sect'y

"SURETY":

(Form of Surety - Attachment B)

SURETY BOND

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Fireman's Fund Insurance Companies

"SURETY AMOUNT":

(Escalated Dollars)

\$330,400.00

"ESCALATION YEAR":

2000 \$'s

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between CONTINENTAL LIME INC the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/027/006 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.



NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated November 29, 1979, and the original Reclamation Plan dated November 29, 1979. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as


amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.



14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.


VILE PRESIDENT FINANCE  
Authorized Officer (Typed or Printed)

  
Authorized Officer's Signature

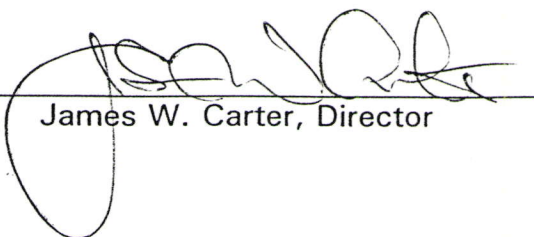
October 10, 1995  
Date

SO AGREED this 25th day of October, 1995.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY   
Dave D. Lauriski, Chairman  
Utah State Board of Oil, Gas and Mining

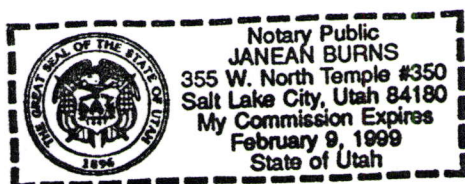
DIVISION OF OIL, GAS AND MINING:

By   
James W. Carter, Director

Oct 25, 1995  
Date

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 25 day of October, 1995, personally  
appeared before me, who being duly sworn did say that he/she, the said  
James W. Carter is the Director of the Division of  
Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she  
duly acknowledged to me that he/she executed the foregoing document by  
authority of law on behalf of the State of Utah.



Janean Burns  
Notary Public  
Residing at: Salt Lake County

February 9, 1999  
My Commission Expires:

OPERATOR:

CONTINENTAL LIME INC.  
Operator Name

By VICE PRESIDENT, FINANCE  
Corporate Officer - Position

October 20, 1995  
Date

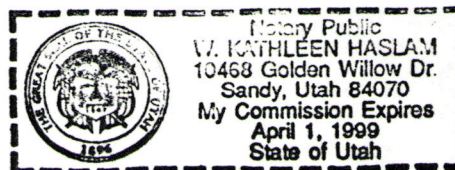
[Signature]  
Signature

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss:

On the 20<sup>th</sup> day of October, 19 95, personally  
appeared before me WAYNE WAGNER who  
being by me duly sworn did say that he/she, the said WAYNE WAGNER  
is the VICE PRESIDENT, FINANCE of CONTINENTAL LIME INC.  
and duly acknowledged that said instrument was signed on behalf of said company  
by authority of its bylaws or a resolution of its board of directors and said  
WAYNE WAGNER duly acknowledged to me that said  
company executed the same.

W. Kathleen Haslam  
Notary Public  
Residing at: Sandy, Utah

April 1, 1999  
My Commission Expires:





## ATTACHMENT "A"

CONTENTAL LIME INC.  
Operator

CRICKET MOUNTAIN QUARRY  
Mine Name

M/027/006  
Permit Number

MILLARD County, Utah

### The legal description of lands to be disturbed is:

Mining Claim "INA" No. 41 - SE $\frac{1}{4}$ , Section 25, T21S, R10W, SLB&M  
Mining Claim "INA" No. 42 - " " " " " "  
Mining Claim "INA" No. 43 - " " " " " "  
Mining Claim "INS" No. 45 - " " " " " "  
Mining Claim "INA" No. 46 - " " " " " "  
Mining Claim "INA" No. 47 - " " " " " "  
Mining Claim "INA" No. 48 - " " " " " "

Mining Claim "INA" No. 36 - SW $\frac{1}{4}$  Section 25, T21S, R10W, SLB&M  
Mining Claim "INA" No. 39 - " " " " " "  
Mining Claim "INA" No. 40 - " " " " " "

State Lease ML-35572 - W $\frac{1}{2}$  NE $\frac{1}{4}$  NW $\frac{1}{4}$  Section 36, T21S, R10W, SLB&M

The boundaries of the disturbed areas under Contract and Bond are shown on the attached "Figure 4.0-2"

ATTACHMENT B

JOL FORM 6  
Joint Agency Bonding Form

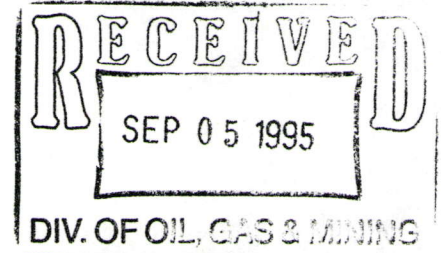
(April 8, 1993)

Bond Number \_\_\_\_\_  
Permit Number M/027/006  
Mine Name Cricket Mtn. Quarry

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
Division of Oil, Gas and Mining  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah 84180-1203  
(801) 538-5340

THE MINED LAND RECLAMATION ACT

SURETY BOND  
\*\*\*\*\*



The undersigned CONTINENTAL LIME INC. as Principal,  
and AMERICAN AUTOMOBILE INSURANCE COMPANY  
a subsidiary of Fireman's Fund Insurance Company as Surety, hereby jointly and severally  
bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of  
Utah, Division of Oil, Gas and Mining, and U.S. Dept. of Interior, Bureau of Land Management  
in the penal sum of Two hundred ninety three thousand one hundred dollars (\$ 293,100.00 ).

Principal has estimated in the Mining and Reclamation Plan approved by the  
Division of Oil, Gas and Mining on the 29TH day of NOVEMBER, 19 79, that 142.9  
acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the  
Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has  
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and  
Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation  
Act, and complied with the Rules and Regulations adopted in accordance therewith, then this  
obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the  
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and  
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.



In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date: August 18, 1995

**CONTINENTAL LIME INC**

Principal (Permittee)

By (Name typed): William E. Dodge

Title: Executive V.P. & COO

Signature: \_\_\_\_\_

Date: August 31, 1995

AMERICAN AUTOMOBILE INSURANCE COMPANY  
a subsidiary of Fireman's Fund Insurance Company  
Surety

By: (Name Typed) Rebecca K. Henderson

Title: ATTORNEY-IN-FACT

Signature: Rebecca K. Henderson



Page 3  
MR-6  
Joint Agency Safety Bond  
Attachment B

Bond Number \_\_\_\_\_  
Permit Number M/027/006  
Mine Name Cricket Mtn Quarry

SO AGREED this 25<sup>TH</sup> day of October, 1995.



Dave D. Lauriski, Chairman  
Board of Oil, Gas and Mining

\*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.

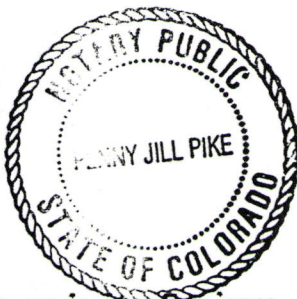
### AFFIDAVIT OF QUALIFICATION

STEVEN H. GILBERT, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) OFFICER of said Surety, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed: Steven H. Gilbert  
Surety Officer

Title: Asst. Vice-President

Subscribed and sworn to before me this 31 day of July, 19 95.



Penny Jill Pike  
Notary Public  
Residing at: 7535 E. Hampden Ave.  
Denver, CO 80231

My Commission Expires:

8-8, 19 95



GENERAL  
POWER OF  
ATTORNEY

AMERICAN AUTOMOBILE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That AMERICAN AUTOMOBILE INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Missouri, and having its principal office in the County of St. Louis, State of Missouri, has made, constituted and appointed, and does by these presents make, constitute and appoint

--- REBECCA K. HENDERSON ---

DENVER, CO  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertaking, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-laws of AMERICAN AUTOMOBILE INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 45. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, AMERICAN AUTOMOBILE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 15th day of February, 1991.



AMERICAN AUTOMOBILE INSURANCE COMPANY

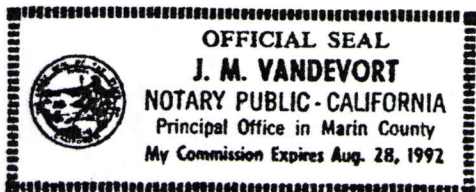
By [Signature]  
Vice-President

STATE OF CALIFORNIA  
COUNTY OF MARIN

ss.

On this 15th day of February, 1991, before me personally came R. D. Farnsworth, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of AMERICAN AUTOMOBILE INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



[Signature]  
Notary Public

CERTIFICATE

STATE OF CALIFORNIA  
COUNTY OF MARIN

ss.

I, the undersigned, Resident Assistant Secretary of AMERICAN AUTOMOBILE INSURANCE COMPANY, a MISSOURI Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 31st day of August, 1995.



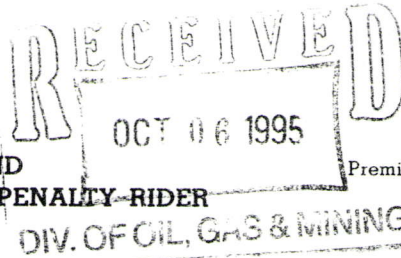
[Signature]  
Resident Assistant Secretary





**FIREMAN'S FUND  
INSURANCE COMPANIES**

**SURETY BOND  
INCREASE OR DECREASE PENALTY-RIDER**



Premium \$ \_\_\_\_\_

Description of Bond Reclamation Bond

Bond No. \_\_\_\_\_

Know all men by these present that we, Continental Lime Inc.

and AMERICAN AUTOMOBILE INSURANCE COMPANY, a subsidiary of Fireman's Fund Insurance Company, Principal,  
in favor of State of Utah, Department of Natural Resources, Surety,  
do hereby, jointly and severally, change the penal amount of this bond from Two hundred ninety three thousand one hundred, Obligee,  
and no/100-----dollars (\$ 293,100.00 ) to  
Three hundred thirty thousand four hundred and no/100-----dollars (\$ 330,400.00 ),  
effective from the 31st day of August, 19 95.

The continuity of coverage under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the said Principal and Surety shall not exceed the amount of liability assumed at the time the act and/or acts of default were committed and in no event shall such liability exceed the larger of the above mentioned sums.

Signed and sealed this 13th day of September, 19 95.

**ACCEPTED:**

The above is hereby agreed to and accepted:

State of Utah/Dept. of Natural Resources

OBLIGEE

By: \_\_\_\_\_  
TITLE

Attest: \_\_\_\_\_  
TITLE

Continental Lime Inc.

PRINCIPAL

By: \_\_\_\_\_  
TITLE

AMERICAN AUTOMOBILE INSURANCE COMPANY, a  
subsidiary of Fireman's Fund Insurance Company

By: Rebecca K. Henderson  
Rebecca K. Henderson ATTORNEY IN FACT

GENERAL  
POWER OF  
ATTORNEY

AMERICAN AUTOMOBILE INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That AMERICAN AUTOMOBILE INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Missouri, and having its principal office in the County of St. Louis, State of Missouri, has made, constituted and appointed, and does by these presents make, constitute and appoint

--- REBECCA K. HENDERSON ---

DENVER, CO

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertaking, recognizances or other written obligations in the nature thereof

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VII, Sections 45 and 46 of By-laws of AMERICAN AUTOMOBILE INSURANCE COMPANY now in full force and effect.

"Article VII. Appointment and Authority of Resident Secretaries, Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 45. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 46. Authority. The authority of such Resident Assistant Secretaries, Attorneys-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN AUTOMOBILE INSURANCE COMPANY at a meeting duly called and held on the 31st day of July, 1984, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation"

IN WITNESS WHEREOF, AMERICAN AUTOMOBILE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 15th day of February, 19 91.



AMERICAN AUTOMOBILE INSURANCE COMPANY

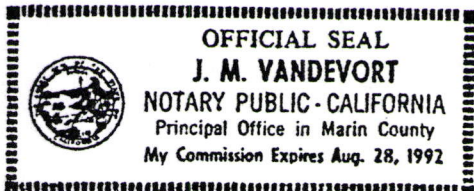
By [Signature]  
Vice-President

STATE OF CALIFORNIA  
COUNTY OF MARIN

ss.

On this 15th day of February, 19 91, before me personally came R. D. Farnsworth, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of AMERICAN AUTOMOBILE INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



[Signature]  
Notary Public

CERTIFICATE

ss.

STATE OF CALIFORNIA  
COUNTY OF MARIN

I, the undersigned, Resident Assistant Secretary of AMERICAN AUTOMOBILE INSURANCE COMPANY, a MISSOURI Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VII, Sections 45 and 46 of the By-laws of the Corporation, and the Resolution of the Board of Directors; set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 13th day of September, 19 95.



[Signature]  
Resident Assistant Secretary